



NORTH AMERICAN CAR CORPORATION

222 SOUTH RIVERSIDE PLAZA • CHICAGO, ILLINOIS 60606 U.S.A. • (312) 648-4000 • TELEX 255222

RECORDATION NO. 7930-C Filed 1425

February 12, 1980

FEB 13 1980 - 11 00 AM

No.

0-044A044

Date

FEB 13 1980

Fee \$

10.00

Secretary INTERSTATE COMMERCE COMMISSION
Interstate Commerce Commission
Washington, D.C. 20423

ICC Washington, D. C.

Re: Section 11303 Filing: Supplement Agreement dated as of November 11, 1979, ("Supplement") to Equipment Trust Agreement dated as of March 1, 1975, ("Agreement") by and between North American Car Corporation (the "Company") and United States Trust Company of New York (the "Trustee").

Dear Mr. Secretary:

Enclosed for recording under Section 11303 of the Interstate Commerce Act are executed counterparts of the above described Supplement. The Agreement was recorded with the Interstate Commerce Commission and was assigned recordation number 7930.

Under the Agreement, the Trustee leases the equipment subject thereto to the Company and the Company guarantees the payment of principal and interest on the equipment trust certificates issued under the Agreement, all in accordance with the Agreement.

The general description of the equipment which the Supplement subjects to the terms of the Agreement is as stated in Exhibit A of the Supplement. The Company will be the Vendor of such equipment to the Trustee.

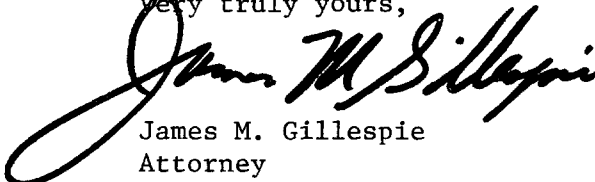
The general description of the equipment which the Supplement releases from the terms of the Agreement is as stated in Exhibit I to the Supplement.

Also enclosed is a check, payable to the Interstate Commerce Commission, in the amount of \$10.00 as the recording fee for the Supplement.

Pursuant to the Commission's rules and regulations for the recording of certain documents under Section 11303 of the Interstate Commerce Act, you are hereby requested to duly file two of the enclosed counterparts for record in your office and to return the remaining copies, together with the Secretary's Certificate of Recording, to the messenger making this delivery.

If you have any questions, please contact me.

Very truly yours,


James M. Gillespie
Attorney

JMG/dak
enclosures

*Ms. Lee
I think
this will be
7930-C*

Coun. Herbert - M. H. Hansen

Interstate Commerce Commission

Washington, D.C. 20423

OFFICE OF THE SECRETARY

James M. Gillespie
North American Car Corporation
222 South Riverside Plaza
Chicago, Illinois 60606

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 2/13/80 at 11:00AM , and assigned re-recording number(s). 7930-C & 7879-C

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

RECORDATION NO. 7930-C Filed 1425

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SUPPLEMENT TO EQUIPMENT TRUST AGREEMENT INTERSTATE COMMERCE COMMISSION

This Supplement No. 1 dated as of November 11, 1979, (the "Supplement"), to the Equipment Trust Agreement dated as of March 1, 1975 (the "Agreement"), between North American Car Corporation, a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called the "Company") and United States Trust Company of New York, as Trustee.

W I T N E S S E T H

WHEREAS, pursuant to Section 5.06 of the Agreement, the Company wishes to transfer to the Trustee and subject to the terms of the Agreement the equipment described in Schedule A hereto in substitution for the Equipment described in Schedule I hereto constituting a part of the Trust Equipment which has become worn out, sold, unsuitable for use, lost or destroyed, and

WHEREAS, Section 5.03 of the Agreement provides that in the event the Company shall cause to be transferred to the Trustee Equipment in addition to or in substitution for any of the Equipment specifically described in or subjected to the Agreement, that such additional or substituted Equipment shall be included as a part of the Trust Equipment by a Supplement to the Agreement, and shall be subjected to all the terms and conditions of said Agreement as though it had been part of the Trust Equipment specifically described in the Agreement;

NOW THEREFORE, it is hereby agreed that the equipment described in Schedule A is hereby included as part of the Trust Equipment, as defined in the Agreement, and is made subject to all the terms and conditions of the Agreement, and that the equipment described in Schedule I is hereby released from the terms and conditions of the Agreement and shall no longer constitute Trust Equipment under the Agreement.

Except as amended herein, the Agreement will continue in full force and effect.

IN WITNESS WHEREOF, the Company and the Trustee have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

NORTH AMERICAN CAR CORPORATION

By

J. Harrison

Vice President

CH

(Corporate Seal)

ATTEST:

James M. Sillescu
Assistant Secretary

UNITED STATES TRUST COMPANY OF NEW YORK
as Trustee

By

M. Smell

Asst Vice President

(Corporate Seal)

ATTEST:

Stephen J. Fala
Asst Secretary

COUNTY OF COOK

who being by me duly sworn, says that he is a Vice President of North American Car Corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

2/23/P3

COUNTY OF ~~COOK~~)

says that he is a Asst Vice President of United States Trust Company of New York, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, Trustees and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

Abstract

FEDERICO C. SANTOS
Notary Public, State of New York
No. 41-4691650
Qualified in Queens County
Commission Expires March 30, 1981

NORTH AMERICAN CAR CORPORATION
FIRST 1975 SERIES EQUIPMENT TRUST
RELEASED CARS

SCHEDULE I

<u>Quantity</u>	<u>Description</u>	<u>Serial Number</u>	<u>Fair Value (Determined In Accordance With Section 5.06 of the Agreement)</u>	<u>Unit of Equipment First Put Into Use Not Later Than This Date</u>
1	Class 111A100W3, 100 ton, 13,600 gallon capacity tank car	13804	\$ 20,521.12	1974
1	Class 111A60W1, 70 ton, 17,000 gallon capacity tank car	20813	23,090.80	1974
2	Class 111A100W1, 100 ton, 19,000 gallon capacity tank cars	24415-24416	58,268.18	1974
1	Class 10, 100 ton, 4,750 cu. ft. hopper car	55444	18,620.07	1074
1	Class 10, 100 ton, 5,250 cu. ft. hopper car	57203	22,785.93	1974
1	Class 111A100W1, 100 ton, 20,500 gallon capacity tank car	73305	21,811.84	1974
1	Class 111A100W1, 100 ton, 23,700 gallon capacity tank car	76440	20,553.18	1974
15	Class 10, 100 ton, 4,750 cu. ft. hopper cars	475031, 475043, 475054, 475055, 475057, 475096, 475127, 475132, 475133, 475137, 475155, 475159, 475160, 475186, 475205	274,716.19	1974

The fair value of the equipment described above represents the Cost (as defined in the Agreement) of such equipment as heretofore certified to the Trustee less 1/25th of such Cost for each full period of one year elapsed between the date of first use described above and the date such equipment become worn out, unsuitable for use, lost or destroyed. The actual fair value of the equipment described above is not greater than the fair value described above.

NORTH AMERICAN CAR CORPORATION
FIRST 1975 SERIES EQUIPMENT TRUST
REPLACEMENT CARS

Quantity	Description	Serial Number	Fair Value		Unit of Equipment First Put into Use Not Earlier Than This Date
			Original Cost (As Defined in Agreement)	to the Company (Determined in Accordance With Section 5.06 of the Agreement)	
12	Class 111A100W3, 70 ton, 8,800 gallon capacity tank cars	10879-10890	\$ 305,217.94	\$ 268,591.79	1977
5	Class 105A300W, 100 ton, 34,000 gallon capacity tank cars	35250-35254	232,325.22	195,153.18	1976
17			\$ 537,543.16	\$ 463,744.97	

The fair value to the Company of the equipment described above represents the Cost (as defined in the Agreement) of such equipment less 1/25th of such Cost for each full period of one year elapsed between the date of first use described above and the date of transfer thereof to the Trustee. The actual fair value to the Company of such equipment is not less than the fair value to the Company described above.